

INVITATION TO BID INSTRUCTIONS

- 1) All products are subject to inspection and return without liability and/or expense to the LEA, if found not to meet specifications.
- 2) The distributor must notify the LEA in case it is unable to perform the contracted duties. In case of default the LEA can procure product from another source, and any cost variation will be charged back to the contracted vendor.
- 3) The LEA has the right to terminate the contract due to failure of the distributor to meet it's obligation under the contract or bid requirements with a ____ day written notice. All costs from termination for cause will be borne by the contractor.
- 4) All prices must be in ink or typewritten. Any correction should be adjacent to the original quote that has been crossed out, and initialed by the appropriate person. All commodity Pass-Through items must be clearly marked and include a commercial price as well.
- 5) The number of units for each item listed in the specifications is an estimate. If this presents an inventory issue the distributor shall indicate this in the bid submission. Failure to deliver quantity as ordered is a breach of contract.
- 6) Bid forms and contract must be signed by the person that is authorized to legally bind the firm, any bid received unsigned will be rejected.
- 7) The distributor must provide documentation that they have a HACCP program in place.
- 8) The distributor must maintain proper temperatures during delivery of products to each delivery site. A list of delivery sites is attached.
- 9) All deliveries shall be made between the hours of _____ am/pm and _____am/pm, on the following days _____.

- 10) All delivery invoices must be signed by the person in charge at the delivery site before payment can be requested. All items are to be invoiced at the bid price. NO ADDITIONAL CHARGES CAN BE ADDED TO AN INVOICE.
- 11) Distributor should indicate on the delivery form what products contain peanuts, milk, or eggs. It's an option of the LEA to require nutritional information for all products received. If nutritional data is required please check here; Nutritional information is required_____
- 12) Brand name is used only to represent quality desired.
- 13) Distributor must list brand name of product offering when applicable. If you are selling under your brand name, please state who your supplier shall be.
- 14) Unit price and unit must agree: i.e., if unit is in pounds then price must be in pounds. All prices include delivery cost.
- 15) All food shall conform to the provisions of the Pure Food, Drug, and Cosmetic Act of 1938, and as amended to June 1, 1963.
- 16) All food must be of the most recent pack date. Any product that is near the best if used by date will be returned to distributor with no charge for shipping.
- 17) All products received under contract may be tested by State weights and measures representatives, and if product fails the test, action will be taken. Action could include cash restitution or in-kind replacement of the entire lot that failed. Restitution or replacement shall be complete within (60) days. If the contractor continues to fail the test for required weight, this will constitute a breach of contract.
- 18) The bid prices shall remain firm for the bid period. If not firm for bid period indicate the period for which they are firm.
- 19) Payment may require School Board approval.